

DRAFT Agreement for Engineering and Design Services for Wohler-Mirabel Fiber Communications Resiliency Project

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Carollo Engineers, Inc.**, a Delaware corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant certifies that it is a Delaware corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in engineering and design of fiber optic communications and related services.
- B. The Wohler-Mirabel Fiber Communications Resiliency Project is described in Exhibit A and is hereinafter referred to as "Project."
- C. Existing fiber optic (FO) infrastructure is antiquated (circa 1997), inadequate, and has a high degree of risk exposure to natural disasters including fire, flood, and earthquake. This Project will establish redundant pathways between the Mirabel, Wohler, and River Road primary communications facilities which will mitigate these risks. This Project will also establish fiber connectivity between the primary communications facilities and the water treatment facilities throughout Wohler and Mirabel. This infrastructure will allow for modern communications protocols, higher bandwidth, and increased reach of the on-site local area network (LAN).
- D. Under this Agreement, Consultant will provide engineering and design services related to the Project.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Project Description.

- b. Exhibit B: Scope of Work.
- c. Exhibit C: Sonoma Water Design Standards.
- d. Exhibit D: Map.
- e. Exhibit E: Schedule of Costs.
- f. Exhibit F: Estimated Budget for Scope of Work.
- g. Exhibit G: Insurance Requirements.

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services outlined and provide deliverables within the times or by the dates provided for in Exhibit B (Scope of Work) and pursuant to Exhibit C (Sonoma Water Design Standards) and Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit B (Scope of Work) or Exhibit C (Sonoma Water Design Standards), the provisions in the body of this Agreement shall control. In the event of a conflict between Exhibit B (Scope of Work) and Exhibit C (Sonoma Water Design Standards), the provisions in Exhibit C (Sonoma Water Design Standards) shall govern.

3.2. *Cooperation with Sonoma Water:*

- a. Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Include "*Engineering and Design Services for Wohler-Mirabel Fiber Communications Resiliency Project - T0632C001*" in the subject line of email correspondence.
- b. Consultant shall coordinate the work, except assistance during construction, with Sonoma Water's Project Manager. Consultant shall coordinate assistance during construction with Sonoma Water's Construction Management Principal Engineer. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Bert Braden Phone: 707-547-1920 Email: Bert.Braden@scwa.ca.gov Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: Mark Seal 2520 Venture Oaks Way, Suite 400 Sacramento, California 95833 Phone: 858-754-5968 Email: mseal@carollo.com
Remit invoices to: Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Remit payments to: PO Box 30835 Salt Lake City, Utah 84130-0835

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

3.5. Sonoma Water shall furnish Consultant available studies, reports, and other data pertinent to Consultant's services. Sonoma Water and Consultant agree to cooperate to achieve the objectives in this Agreement, each providing the necessary resources to complete the objectives of this Agreement.

4. PAYMENT

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$1,019,192.00.

- Total costs for all work except Optional Task shall not exceed \$926,538.

- b. Total costs for Optional Task, if requested in writing by Sonoma Water, shall not exceed \$92,654.
 - c. No more than \$739,746 will be paid until the final design submittal under Task 7 of Exhibit B is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms: Consultant shall be paid in accordance with Exhibit E (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit E (Schedule of Costs). Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 25/26-033.
 - c. Sonoma Water's Project-Activity Code T0632C001.
 - d. Summary table indicating contract amount, costs incurred during invoice period, total costs to date, contract amount remaining (value and percentage), and completion estimate organized by tasks.
 - e. Task performed with an itemized description of services rendered by date.
 - f. Summary of work performed by subconsultants, as described in Paragraph 14.4.
 - g. Time in quarter hours devoted to the task.
 - h. Hourly rate or rates of the persons performing the task.
 - i. List of reimbursable materials and expenses.
 - j. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Paragraph 1.1.a of Exhibit B (Scope of Work).
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit F (Estimated Budget for Scope of Work). Exhibit F (Estimated Budget for Scope of Work) will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.7. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

5. **TERM OF AGREEMENT**

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2029, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Term Extension:* Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by

giving Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.11 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

- 7.2. SONOMA WATER SHALL NOT BE LIABLE TO CONSULTANT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT.
- 7.3. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to Sonoma Water or any third party arising out of breach of contract, termination, or for professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit G (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order;
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.2. *Communication with Sonoma Water's Contractor:* All communication shall be between Consultant and Sonoma Water. Consultant shall have no authority to act on behalf of Sonoma Water, to stop work, to interpret conditions of the construction contract, or to give direction to Sonoma Water's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.

12.3. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.

12.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

12.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

12.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

12.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

12.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

12.9. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

12.10. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to

ideas, in and to all work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 12.11. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.12. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.13. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to

respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.11, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

13. DEMAND FOR ASSURANCE

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Full Legal Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Cordoba Corp.	Electrical engineering	N

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be

utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in

Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

By: _____

Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____

Cory O'Donnell
Chief Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

**Carollo Engineers, Inc., a Delaware
corporation**

By: _____

Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
1/13/26

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Project Description

The Project objective is to provide a reliable fiber-optic network to support SCADA communication between the Wohler and Mirabel facilities.

The Project consists of upgrades and installation of new telecommunications infrastructure involving underground sub-structures, overhead pole line ducts, fiber-optic backbone cabling, equipment rooms, and testing and commissioning. Primary telecommunications service point and central distribution facilities are anticipated at River Road Chlorination Facility, Mirabel Chlorination Facility, and the Wohler Control Building. This will provide redundancy of service to the critical treatment facilities throughout the sites.

DRAFT

Exhibit B

Scope of Work

Perform tasks and provide deliverables that meet the standards defined in Exhibit C (Sonoma Water Design Standards).

1. **TASK 1**

- 1.1. Task 1.1: Project Management, Communication, and Coordination
 - a. Project Management includes the facilitation of a Kickoff Meeting, work order administration, monthly progress status updates, coordination with Sonoma Water and quality control and assurance.
 - b. Consultant shall make staffing assignments, review work progress, coordinate quality assurance and control procedures, and communicate monthly progress to Sonoma Water. Consultant shall manage the budget, schedule, and invoicing.
 - c. Consultant shall prepare and maintain a decision log to record the decisions made by Sonoma Water throughout the Project. The decision log shall contain decisions made during regular meetings, workshops, and phone conversations with Sonoma Water. Include the date the decision was made, the type of meeting in which it was made, individuals involved in making the decision, and the nature of the decision.
- 1.2. Task 1.2: Project Kickoff Meeting
 - a. Consultant shall facilitate a project Kickoff Meeting with Sonoma Water to develop and define Sonoma Water's high-level goals and design considerations that should be made during the design of the new fiber optic network. The meeting will be two hours in duration, held with hybrid attendance of up to three Consultant attendees.
 - b. Consultant shall review the overall scope, schedule, and budget for preparation of the documents and establish lines of communication between Consultant and Sonoma Water. Sonoma Water will indicate to Consultant specific areas of focus to include in the design at the Kickoff Meeting.
- 1.3. Task 1.3: Project Meetings
 - a. Consultant shall schedule and facilitate 48 bi-weekly project progress meetings on MS Teams throughout the Project for coordination efforts beyond meetings and workshops outlined in other task sections.

Deliverable	Due Date
Schedule	Monthly
Decision Log	Monthly
Monthly Progress Reports and Invoices	Monthly
Meeting Agenda	One week prior to meeting

Deliverable	Due Date
Meeting Minutes	Within 1 week of meeting

2. **TASK 2: OVERHEAD FIBER OPTIC DESIGN**

2.1. Consultant shall develop design documents for Sonoma Water to issue for solicitation of bids and basis of a contract to implement the SCADA system upgrades.

2.2. Task 2.1: Design Report

a. Develop a Design Report to summarize the design criteria, standards to be used, and major design decisions and preferences. The following outlines the basic information to be contained in this report:

- Overview of project objectives and scope.
- Description of existing conditions.
- Design criteria and standards.
- Route selection and alignment.
- Network architecture.
- Material and equipment selection.
- Construction and installation considerations.
- Risk Identification.

2.3. Deliver a draft Design Report to Sonoma Water for review followed by a workshop to review Sonoma Water comments and questions to be addressed and incorporated into the final report.

Deliverable	Due Date
Draft Design Report	4 weeks after kickoff meeting
Design Report workshop	2 weeks after Design Report is submitted
Final Design Report	4 weeks after Design Report workshop

3. **TASK 3: 30% DESIGN**

3.1. Gather and review existing power line information, perform site visit and preliminary field surveys, import LiDAR, model corridor in PLS-CADD, and prepare 30% preliminary design documents for Sonoma Water's review. The 30% design documents shall include design drawings, a list of technical specifications, and a preliminary construction cost estimate. The 30% design will include:

- Standard 30% Design Deliverables
- 30% PLS-CADD Model (.bak)
- 30% PLS-CADD Backup (Line Edits 1-3)
- 30% PLS-CADD Design QC Checklist
- 30% Alignment Map
- Preliminary MDF and IDF cabinet internal and external elevation drawings. A drawing for one PLC cabinet (of each type) will be

presented so that feedback can be incorporated into the panel layout before site-specific drawings are prepared

- Preliminary network architecture diagrams
- Preliminary typical details

3.2. Conduct a two-hour design review meeting after to collect Sonoma Water feedback. Following the meeting, prepare minutes for distribution to meeting attendees.

Deliverable	Due Date
30% Design Submittal	12 weeks after Design Report approval
Preliminary Construction Cost Estimate	12 weeks after Design Report approval
30% Meeting Minutes	2 weeks after 30% meeting

4. TASK 4: 60% DESIGN

4.1. Perform clearance and structural analysis, ensure GO95 compliance, finalize alignment and structure locations, and prepare 60% design documents. The 60% design documents shall include design drawings, technical specifications for all sections, supporting documents and updated construction cost estimates. Schedule a 60% design meeting to review the design details with Sonoma Water and collect feedback for inclusion in the 90% design submittal. The 60% design shall include:

- Standard 60% Design Deliverables
- 60% PLS-CADD Model (.bak)
- 60% QC Checklist
- 60% Alignment Map
- 60% Staking Table
- 60% Bill of Materials – Long Lead Items

4.2. Conduct a two-hour design review meeting to collect Sonoma Water feedback. Following the meeting, prepare minutes for distribution to meeting attendees.

Deliverable	Due Date
60% Design Submittal	8 weeks after 30% review comments
Updated Construction Cost Estimate	8 weeks after 30% review comments
60% Meeting Minutes	2 weeks after meeting

4.3. The following is a listing of the anticipated design drawings and specifications to be included in the 60% Design submittal package:

Table 1 Electrical Drawings

DWG	Number	Sheet Type	Sheet Title
GE	001	GENERAL ELECTRICAL	LEGEND & SYMBOLS
GE	002	GENERAL ELECTRICAL	ABBREVIATIONS
TE	001	ELECTRICAL TYPICAL DETAILS	GROUNDING - EG

TE	002	ELECTRICAL TYPICAL DETAILS	MOUNTING - EM
TE	003	ELECTRICAL TYPICAL DETAILS	NAMEPLATES - EN
E	001	SITE ELECTRICAL PLAN	OVERALL SITE PLAN
E	002	SITE ELECTRICAL PLAN	MIRABEL MDF POWER PLAN
E	003	SITE ELECTRICAL PLAN	DUCT BANK SECTIONSS
E	004	LOW VOLTAGE MCC	EXISTING ELECTRICAL ELEVATION
E	005	LOW VOLTAGE MCC	EXISTING PARTIAL ONE-LINE DIAGRAM
E	006	ELECTRICAL SCHEDULES	PANELBOARD SCHEDULES
E	007	POWER & CONTROL	MDF BUILDING LAYOUT

Table 2 Electrical Specifications

Specification Number	Description
16050	Common Work Results for Electrical
16060	Grounding and Bonding
16070	Hangers and Supports
16075	Identification for Electrical Systems
16123	600-Volt or Less Wires and Labels
16125	Fiber Optic Cable and Appurtenances
16130	Conduits
16134	Boxes
16133	Duct Banks
16140	Wiring Devices
16150	Low Voltage Wire Connections
16210	Utility Coordination
16222	Low Voltage Motors up to 500 Horsepower
16240	Battery Systems
16262	Variable Frequency Drives 0.50 – 50 Horsepower
16269	Uninterruptable Power Supplies 30 – 1,000 KVA
16272	Dry-Type Transformers
16285	Surge Protective Devices
16290	Electrical Power Monitoring
16412	Low Voltage Molded Case Circuit Breakers
16414	Low Voltage Power Breakers
16422	Motor Starters
16433	Service Entrance Automatic Transfer Switchgear
16445	Panelboards
16494	Low Voltage Fuses
16510	Lighting: LED Luminaries
16670	Lightning Protection
16710	Fire Alarm and Smoke Detection System

16750	Common Work Results for Electronic Safety and Security
16752	Electronic Access Control and Intrusion Detection
16754	Video Surveillance Control and Management Systems
16756	Video Surveillance Remote Devices and Sensors
16758	Perimeter Security Systems
16950	Field Electrical Acceptance Tests
16990	Conduit Schedule

Table 3 Instrumentation & Control Drawings

DWG	Number	Sheet Type	Sheet Title
GN	001	INSTRUMENTATION	SYMBOLS AND ABBREVIATIONS - 1
GN	002	INSTRUMENTATION	SYMBOLS AND ABBREVIATIONS - 2
GN	003	INSTRUMENTATION	SYMBOLS AND ABBREVIATIONS - 3
GN	004	INSTRUMENTATION	SYMBOLS AND ABBREVIATIONS - 4
GN	005	INSTRUMENTATION	SCHEMATIC SYMBOLS
GN	006	INSTRUMENTATION	SAMPLE LOOP DRAWING
GN	007	INSTRUMENTATION	EQUIPMENT TAGGING SYSTEM - 1
GN	008	INSTRUMENTATION	EQUIPMENT TAGGING SYSTEM - 2
GN	009	INSTRUMENTATION	EQUIPMENT TAGGING SYSTEM - 3
TN	001	INSTRUMENTATION	TYPICAL DETAILS - 1
TN	002	INSTRUMENTATION	TYPICAL DETAILS - 2
N	001	MIRABEL MDF PANEL	PANEL ELEVATION - 1
N	002	PCM PANEL	PANEL ELEVATION - 2
N	003	PCM PANEL	ELEVATION INTERNAL - 3
N	004	PCM PANEL	ELEVATION IEXTERNAL - 4
N	005	PCM PANEL	ELEVATION INTERNAL - 5
N	006	PCM PANEL	ELEVATION IEXTERNAL - 6
N	007	PCM PANEL	ELEVATION INTERNAL - 7
N	008	PCM PANEL	ELEVATION IEXTERNAL - 8
N	009	PCM PANEL	ELEVATION INTERNAL - 9
N	010	PCM PANEL	ELEVATION IEXTERNAL - 10
N	011	PCM PANEL	ELEVATION INTERNAL - 11
N	012	PCM PANEL	ELEVATION IEXTERNAL - 12
N	013	NETWORK DRAWINGS	PCS SITE PLAN 1
N	014	NETWORK DRAWINGS	PCS SITE PLAN 2
N	015	NETWORK DRAWINGS	OVERALL NETWORK TOPOLOGY DIAGRAM
N	016	NETWORK DRAWINGS	FIBER DISTRIBUTION
N	017	NETWORK DRAWINGS	FIBER NETWORK - 1
N	018	NETWORK DRAWINGS	FIBER NETWORK - 2

N	019	NETWORK DRAWINGS	FIBER NETWORK – 3
N	020	NETWORK DRAWINGS	FIBER NETWORK – 4
N	021	NETWORK DRAWINGS	FIBER NETWORK – 5
N	022	NETWORK DRAWINGS	FIBER NETWORK – 6
N	023	NETWORK DRAWINGS	FIBER NETWORK – 7
N	024	NETWORK DRAWINGS	FIBER NETWORK – 8
N	025	NETWORK DRAWINGS	FIBER NETWORK – 9
N	026	NETWORK DRAWINGS	FIBER NETWORK – 10
N	027	NETWORK DRAWINGS	FIBER NETWORK – 11
N	028	NETWORK DRAWINGS	FIBER NETWORK – 12

Table 4 Instrumentation & Control Specifications

Specification Number	Description
17050	Common Work Results for Process Control and Instrumentation Systems
17100	Control Strategies
17101	Specific Control Strategies
17710	Control Systems: Panels, Enclosures, and Panel Components
17712	Control Systems: Uninterruptable Power Supplies 10 kVA and Below
17713	Control Systems: Computer Consoles
17720	Control Systems: Programmable Logic Controllers
17721	Control Systems: Local Operator Interface (LOI)
17722	Control Systems: Remote Telemetry Unit Hardware
17730	Control Systems: PCS Computer Equipment
17733	Control Systems: Network Materials and Equipment
17750	Control Systems: Wireless Communications
17762	Control Systems: PCS Software
17764	Control Systems: Maintenance Software
17901	Schedules: Field Instruments
17902	Schedules: Control Panels
17903	Schedules: I/O List
17904	Schedules: Local Operator Interface
17905	Schedules: HMI List
17950	Testing, Calibration, and Commissioning

5. **TASK 5: 90% DESIGN**

- 5.1. Prepare 90% design documents for Sonoma Water's review. The 90% design documents shall include design drawings, technical specifications for all sections, supporting documents and updated construction cost estimates. Schedule a 90% design review meeting to review the design with Sonoma Water and collect edits for inclusion in the 99% Design submittal package. The 90% design shall include:

- Standard 90% Design Deliverables
- 90% PLS-CADD Model (.bak)
- 90% QC Checklist
- 90% Alignment Map
- 90% Staking Table
- 90% Structure & Conductor Data Sheets
- 90% Stringing Charts
- Bill of Materials
- Photo Package

5.2. Conduct a two-hour design review meeting to collect Sonoma Water feedback. Following the meeting, prepare minutes for distribution to meeting attendees.

Deliverable	Due Date
90% Design Submittal	6 weeks after 60% review comments
Preliminary Construction Cost Estimate	6 weeks after 60% review comments
90% Meeting Minutes	2 weeks after meeting

6. **TASK 6: 99% DESIGN**

6.1. Prepare 99% design documents for Sonoma Water's review. The 99% design documents shall include design drawings, technical specifications for all sections, supporting documents and updated construction cost estimates. Schedule a 99% design review meeting to review the design with Sonoma Water and collect final edits for inclusion in the final design submittal package. The 99% design shall include:

- Standard 99% Design Deliverables
- 99% PLS-CADD Model (.bak)
- 99% QC Checklist
- 99% Alignment Map
- 99% Staking Table
- 99% Structure & Conductor Data Sheets
- 99% Stringing Charts
- RUS/Modified Standards
- Bill of Materials
- Photo Package

6.2. Conduct a two-hour design review meeting to collect Sonoma Water feedback. Following the meeting, prepare minutes for distribution to meeting attendees.

Deliverable	Due Date
99% Design Submittal	6 weeks after 90% review comments
Preliminary Construction Cost Estimate	6 weeks after 90% review comments
99% Meeting Minutes	2 weeks after 99% meeting

7. **TASK 7: FINAL DESIGN**

7.1. Prepare final design documents for bidding purposes. The final design documents shall include design drawings, technical specifications for all sections, supporting documents, and a final construction cost estimate. The final design shall include:

- Standard Final Design Deliverables
- IFB/IFC PLS-CADD Models
- QC Checklists
- IFB/IFC Construction Packages

Deliverable	Due Date
Final Design Submittal	4 weeks after 99% review comments
Preliminary Construction Cost Estimate	4 weeks after 99% review comments

8. **TASK 8: BID PHASE SUPPORT**

8.1. Attend one pre-bid conference and be available to present the project scope (at Sonoma Water's request).

Deliverable	Due Date
Responses to Bid Inquires	As needed, during bidding phase
Conformed Bid Documents	4 weeks after bid opening

9. **TASK 9: ENGINEERING SERVICES DURING CONSTRUCTION**

9.1. Provide engineering services during construction.

9.2. The scope for the services to be provided are described below:

- a. Prepare responses to up to 15 requests for information (RFIs).
- b. Review up to 30 submittals and 15 resubmittals.
- c. Prepare record drawings from contractor redlines as follows:
 - i. Prepare Record Drawings by incorporating construction period changes (Changes), including but not limited to, revisions to Final Design drawings as a consequence of questions and addenda during Project advertisement, responses to contractor requests for information (RFIs), contractor provided as-builts, inspector mark-ups, and other construction period changes into digital CAD files described in Paragraph 4.5.c of Exhibit C (Sonoma Water Design Standards).
 - a) Incorporate Changes in model space of the digital CAD file and place on the following layers:
 - 1) G-ANNO-REV-RCRD – Record drawing changes.
 - 2) G-ANNO-REVC-RCRD – Revision clouds for record drawings.
 - 3) G-ANNO-REVS-RCRD – Revision symbols and deltas.

- b) In addition to Changes, each sheet of the Record Drawings shall include the following:
 - 1) The 'SW_Stamp_Record Drawing-Contract' block from Sonoma Water-provided AutoCAD template.
 - 2) Updated revision block with numeric indicator (delta) indicating revision.
 - 3) Electronic stamp, date, and signature of licensed professional(s).
- c) Submit final Record Drawings to Sonoma Water as a PDF and AutoCAD ETRANSMIT File in accordance with Paragraph 4.5.c of Exhibit C (Sonoma Water Design Standards).

Deliverable	Due Date
RFI and Submittal Responses	Within 14 days of submittal
Record Drawings (PDF & AutoCAD)	4 weeks after substantial completion

10. OPTIONAL TASK 10: ADDITIONAL SERVICES

- 10.1. Do not proceed with this task unless requested in writing by Sonoma Water.
- 10.2. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
- 10.3. Optional task shall not include tasks or labor categories for which prevailing wages have been established.

Deliverable	Due Date
TBD	TBD

11. SCHEDULE

Manage the following schedule for completion of tasks defined herein.

Event	Date
Project Kickoff Meeting	Within 2 weeks of Effective Date of this Agreement
Design Report	Within 2 weeks of Kickoff Meeting
30% Design Submittal	Within 12 weeks of approved Design Report
60% Design Submittal	Within 8 weeks of Sonoma Water Review of 30% Design Submittal
90% Design Submittal	Within 6 weeks of Sonoma Water Review of 60% Design Submittal
99% Design Submittal	Within 6 weeks of Sonoma Water Review of 90% Design Submittal
Final Design Submittal	Within 4 weeks of Sonoma Water Review of 99% Design Submittal

Notes:

- (1) Assumes receipt of Sonoma Water's comments within two weeks of delivery of the draft.

Exhibit C

Sonoma Water Design Standards

1. GENERAL

- 1.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering (or architectural, if applicable) skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 1.2. For sanitation projects, Consultant agrees to comply with and provide design and technical specifications in accordance with the most current version of the "Sonoma County Water Agency Design and Construction Standards for Sanitation Facilities."
- 1.3. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and special conditions affecting Exhibit B (Scope of Work). Tests, survey results, geotechnical reports, or other data or information, whether furnished by Sonoma Water, or referenced in this Agreement, are for Consultant's convenience. Sonoma Water does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

2. RIGHTS-OF-WAY

- 2.1. Sonoma Water will acquire such permissions or rights necessary for Sonoma Water and its Consultant to gain lawful entry into, across, over, or upon private property not owned by Sonoma Water, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in Exhibit B (Scope of Work).
- 2.2. Consultant schedule and services required under Exhibit B (Scope of Work) may be impacted by need for Sonoma Water to acquire necessary permissions or rights on private property.

3. SURVEYING SERVICES

- 3.1. Consultant shall coordinate survey services with Sonoma Water, if needed.

4. DESIGN COMPONENTS

- 4.1. Meetings:
 - a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. Agenda topics to include at a minimum scope, budget, cost, design approach, right of way needs, discussion of Project elements, and schedule.

- b. Discuss the progress and direction of the design and clarification or direction needed from Sonoma Water to progress design.
- c. Submit meeting agendas to Sonoma Water.
- d. Prepare meeting minutes for each meeting and submit to Sonoma Water documenting critical decision points and actions items impacting Project design.
- e. Meetings shall be held at Sonoma Water's office, 404 Aviation Boulevard, Santa Rosa, California, or by teleconference.

4.2. Design Report:

- a. Design Report contents:
 - i. Title page with name of Project, name of preparer, preparer's company name and address, and date.
 - ii. Table of Contents.
 - iii. A summary of results.
 - iv. Conceptual design criteria for improvements with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water that Consultant recommends.
 - v. A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted.
 - vi. Cost estimates as described in Paragraph 4.4.
 - vii. Requirements of governmental authorities having jurisdiction to approve the portions of the Project.
 - viii. Appendix, including copies of documents, photographs, manufacturer's literature, and other records integral to design. For sanitation projects, also include video logs, smoke testing logs, sewer manhole inspection logs, and sewer main cleanout inspection logs.
 - ix. Drawings, sketches, and exhibits as necessary to illustrate the selected alternative for Project.
 - x. Engineering calculations, design criteria, engineering sketches, schematic layouts, product and material selection evaluation, and supporting data and information pertaining to the design of the Project.
 - xi. Design documentation including reference documents, model files, spreadsheets, photographs, field notes, and Geographic Information System files as rasters, shapefiles, or geodatabases projected to United States Survey Feet in Zone 2 of California Coordinate System of 1983 (CC83) and North American Vertical Datum of 1988.

4.3. Specifications:

- a. Prepare Divisions 2 through 49 (Technical Specifications) of the project manual for the Project design in conformance with the project manual concept of the Construction Specification Institute (CSI), using Sonoma Water's template, CSI's Project Resource Manual, and the 2018 edition of CSI's MasterFormat, including SectionFormat and PageFormat.
- b. Provided in both PDF format and Microsoft® 365 format.
- c. Ensure technical specifications are consistent with Sonoma Water's Division 0 and Division 1 front-end specifications to eliminate redundancies and conflicts.
- d. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- e. Prepare the bid item table and bid item descriptions for inclusion in Division 1 in a format consistent with Sonoma Water's front-end template.

4.4. Cost Estimates:

- a. Cost estimates shall adhere to the guidelines set forth in AACE's Cost Estimate Classification System forecasted to the midpoint of construction.
- b. Provide cost estimates broken down by bid item based on lump sum or per unit costs. For unit cost bid items, include estimated quantities and per unit costs. For lump sum bid items include contractor costs for labor, equipment, and materials.
- c. Include costs for contractor, bonds, insurance, and overhead as a separate line item or part of mobilization.

4.5. Drawings:

- a. General:
 - i. Prepare drawings in compliance with Sonoma Water-provided AutoCAD templates including title blocks, line types, line weights, text sizes, text style, text orientation, dimensioning, labeling, and numbering system for detailed plan views and detailed section views.
 - ii. Drawings shall be consistent with specifications and redundancies removed.
 - iii. Notes on drawings shall be minimized. Specifications shall be written in the specifications and shall not be added to drawings.
 - iv. Drawings shall be easily readable when reduced to 11 inch x 17 inch.
 - v. Number drawings in accordance with United States National CAD Standard with discipline and sheet type designator and sheet sequence.
- b. Content:
 - i. Title Sheet:
 - a) Location map.

- b) Vicinity map.
 - c) Drawing index.
- ii. General abbreviations, symbols, and legend for each discipline.
- iii. Site symbols, legends, and sheet notes for each discipline.
- iv. Plans, profiles, and sections
 - a) For each discipline, graphical representation of Project design elements (such as building, pipeline, conduit, grading, electrical, mechanical) at a scale and orientation to appropriately and adequately convey the necessary information for construction. Graphical representation of existing features that may affect construction including tree driplines and trees proposed for removal (species and diameter at breast height). Location of control points and construction lines (alignments) with point number identification, elevation, and description. Include bearings and distances for alignments and right-of-way lines for construction staking.
 - b) Graphic scale.
 - c) North arrow.
 - d) Key map indicating location of sheet along linear projects.
 - e) For sanitation projects include building street addresses.
 - f) Mapping showing streets, edges of pavement, trees, driplines, ditch flowlines, utilities, parcel boundaries, top of curb, and right-of-way limits.
 - g) Match lines with appropriate sheet numbers.
 - h) Annotations and detail callouts.
- v. Details and Tables:
 - a) Details represented in full size in model space at a scale and orientation to appropriately and adequately convey the necessary information for construction.
 - b) Tables of critical Project design elements.
- c. Format:
 - i. Previous compatible Autodesk versions or alternate products vertically compatible with Autodesk Civil 3D may only be used upon written approval of Sonoma Water.
 - ii. Drawings shall be in native AutoCAD Civil 3D format and include supporting files such as fonts, Xrefs and image files, point data, plotter and/or pen style table configuration files. No hand-drawn media is allowed. Ensure that drawings converted to PDF do not contain SHX AutoCAD data.
 - iii. Provide drawings using AutoCAD ETRANSMIT with signatures removed.
 - iv. Full-size drawings shall be 22 inch x 34 inch and half-size drawings shall be 11-inch x 17-inch.
 - v. Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0, and no rotation is imposed on the file. Xref

files shall have a filename with an “x” prefix (i.e., xTopo for original existing topographic file used as base reference file). Drawings shall have filenames displayed per Sonoma Water-provided standards.

- vi. Existing and design features in CAD file shall be projected upon the California Coordinate System of 1983 (CCS83), Zone 2 and North American Vertical Datum of 1988 in US Survey feet unless directed otherwise by Sonoma Water.
- vii. Lettering shall be no smaller than 0.10-inch tall for construction notes and annotations (dimensions, callouts, leader text).
- viii. Each drawing file shall contain a layer named “G-ANNO-CAD.” This layer shall be a no-plot layer and shall contain pertinent “metadata” that includes, but is not limited to, the following:
 - a) Coordinate or projection basis.
 - b) Relevant survey, data dates.
 - c) Data sources, references.
 - d) Design notes, assumptions, or other relevant information useful to design review.
- ix. Sonoma Water will accept electronic drawing files with multiple “drawings” or “sheet” layouts.
- x. Each layout tab’s label shall be the sheet number (i.e., C-001, G-001, D-001, P-001) and, therefore, only include one sheet per layout tab. The layouts shall be set to the standard 22-inch x 34-inch sheet at a 1:1 scale.

5. **DESIGN STAGES**

- 5.1. Preliminary Design:
 - a. Kick-off meeting:
 - i. Conduct kick-off meeting to define and clarify Sonoma Water’s Project requirements and available data. Kick-off meeting topics to include:
 - a) Budget.
 - b) Scope.
 - c) Schedule.
 - d) Exploration of alternatives to be evaluated.
 - e) Entry and access requirements to conduct investigations, surveys, or studies.
 - f) Required site investigations and utility surveys.
 - b. Site investigations:
 - i. Site investigation(s):
 - a) Shall be sufficient for purpose of obtaining permits, satisfying California Environmental Quality Act (CEQA) requirements, performing engineering analyses and modeling to support Project design.

- b) Following investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
 - c. Preliminary Design deliverables shall include:
 - i. Design Report in accordance with Paragraph 4.2.
 - ii. Design Workshop:
 - a) In accordance with Paragraph 4.1.
 - b) Present assumptions, alternative evaluation, and preliminary conclusions and recommendations included in the Design Report at Design Workshop. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - c) Identify input needed from Sonoma Water to progress next stage of design.
 - d) Design workshop meeting minutes shall document the Sonoma Water selected alternative.
- 5.2. 30 Percent Design:
 - a. Project design parameters and requirements shall be fully defined; calculations, including sizing of Project elements, shall be complete.
 - b. 30 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Table of Contents for technical specifications in accordance with Paragraph 4.3.
 - iii. Cost estimates developed to AACE Class 3 standard in accordance with Paragraph 4.4.
 - iv. Drawings, in accordance with Paragraph 4.5, shall indicate primary Project elements including topography, limits of disturbance, property boundaries, proposed construction access routes, staging areas, temporary and permanent features, Common Ground Alliance mark-outs, proposed potholing, and post-construction maintenance access routes.
 - v. Schedule including milestones for design, environmental permitting, right-of-way acquisition, advertisement, and construction.
 - c. 30 percent design review meeting in accordance with Paragraph 4.1.
- 5.3. 60 Percent Design (or 50 Percent Design for projects using 50 Percent in lieu of 30 Percent and 60 Percent):
 - a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
 - b. Project Design parameters, requirements, and alignment and location of Project elements shall be final; draft specifications, all-inclusive and in their entirety, shall be 60 percent completed with sufficient detail to allow Sonoma Water review and comment.

- c. Drawings shall describe the size, nature, and complexity of the Project and indicate information for Sonoma Water to identify right-of-way acquisitions needed for Project completion and future maintenance, including, but not limited to items listed under Paragraph 5.2.iv, temporary improvements needed to access the site or perform the work, and obstacles or impediments that may be present.
- d. 60 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - iv. Cost estimate developed to AACE Class 2 standards organized by bid item in accordance with Paragraph 4.4.
 - v. Drawings in accordance with Paragraph 4.5.
 - vi. Schedule including milestones for design, environmental permitting, right-of-way acquisition, advertisement, and construction. Construction schedule shall show the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
- e. 60 percent design meeting in accordance with Paragraph 4.1.

5.4. 90 Percent Design:

- a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
- b. Drawings shall indicate the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90 percent completed. Incorporate and display rights-of-way limits. Permits and regulatory considerations shall be incorporated into Project Design and completely resolved.
- c. 90 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - iv. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - v. Drawings in accordance with Paragraph 4.5.
 - vi. Schedule including milestones for design, advertisement, and construction. Construction schedule shall show the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.

- d. 90 percent design meeting in accordance with Paragraph 4.1.

5.5. 99 Percent Design:

- a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
- b. Sonoma Water comments shall be incorporated, any outstanding issues resolved, and specifications and drawings complete.
- c. 99 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - iv. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - v. Drawings in accordance with Paragraph 4.5.
 - vi. Schedule including milestones for design, advertisement, and construction in accordance with 5.4.c.vi.
- d. 99 percent design review meeting in accordance with Paragraph 4.1.

5.6. Final Design:

- a. Specifications and drawings shall be complete and Sonoma Water comments incorporated into a final bid-ready construction document set.
- b. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99 percent design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final deliverable.
- c. Final deliverables shall include:
 - i. Final Design Report stamped, signed, and dated, by licensed professional(s) in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Specifications seals page signed, dated, and stamped by licensed professional(s).
 - iv. Bid item descriptions in accordance with Paragraph 4.3.
 - v. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - vi. Drawings stamped, signed, and dated by licensed professional(s) in accordance with Paragraph 4.5.
 - vii. Schedule including milestones for design, advertisement, and construction in accordance with Paragraph 5.4.c.vi.

6. ASSISTANCE DURING BIDDING AND CONSTRUCTION

6.1. For bidding:

- a. Communicate only through Sonoma Water. Immediately forward bidder questions directed to Consultant to Sonoma Water's Project Manager and Construction Management Principal.
- b. Respond to questions submitted by Sonoma Water. Include discussion of potential design, construction, schedule, and cost impacts.
- c. Provide addenda to clarify, correct, or change the technical specifications or drawings in accordance with Article 7 (Submittal of Deliverables), Paragraph 4.5 (Drawings), and Paragraph 4.3 (Specifications).
- d. Prepare conformed drawings that incorporate addenda in accordance with Paragraph 4.5.

6.2. For construction:

- a. Submittal Review:
 - i. Communicate only through Sonoma Water.
 - ii. Consultant shall review contractor's submittals of information and shop drawings for the Project in Sonoma Water's construction management software.
 - iii. Consultant shall either mark "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," or "Rejected" on each submittal and provide Sonoma Water with a brief written narrative of what is required from the contractor on each submittal response. Consultant shall review items that have been submitted by the contractor as a substitution or an "approved equal" for specified items. Review each substitution request for compliance with performance requirements specified in the Project specifications and ensure the substitution item's compatibility with other components of the operating system. Consult with Sonoma Water's Project Manager regarding acceptability of the proposed substitution.
- b. Requests for Information (RFIs) and Change Order Requests (CORs)
 - i. Communicate only through Sonoma Water.
 - ii. Immediately forward Contractor questions or requests directed to Consultant to Sonoma Water's Project Manager and Construction Management Principal.
 - iii. Provide responses to RFIs and CORs in Sonoma Water's construction management software.
 - iv. Provide figures, sketches, drawings or detail markups, and specification references in RFI and COR responses.
 - i. Construction Site Visit: Following construction site visits, provide a written memorandum of each site visit indicating observations made in the field and contractor conformance with drawings and specifications.

7. **SUBMITTAL OF DELIVERABLES**

7.1. Submittal requirements:

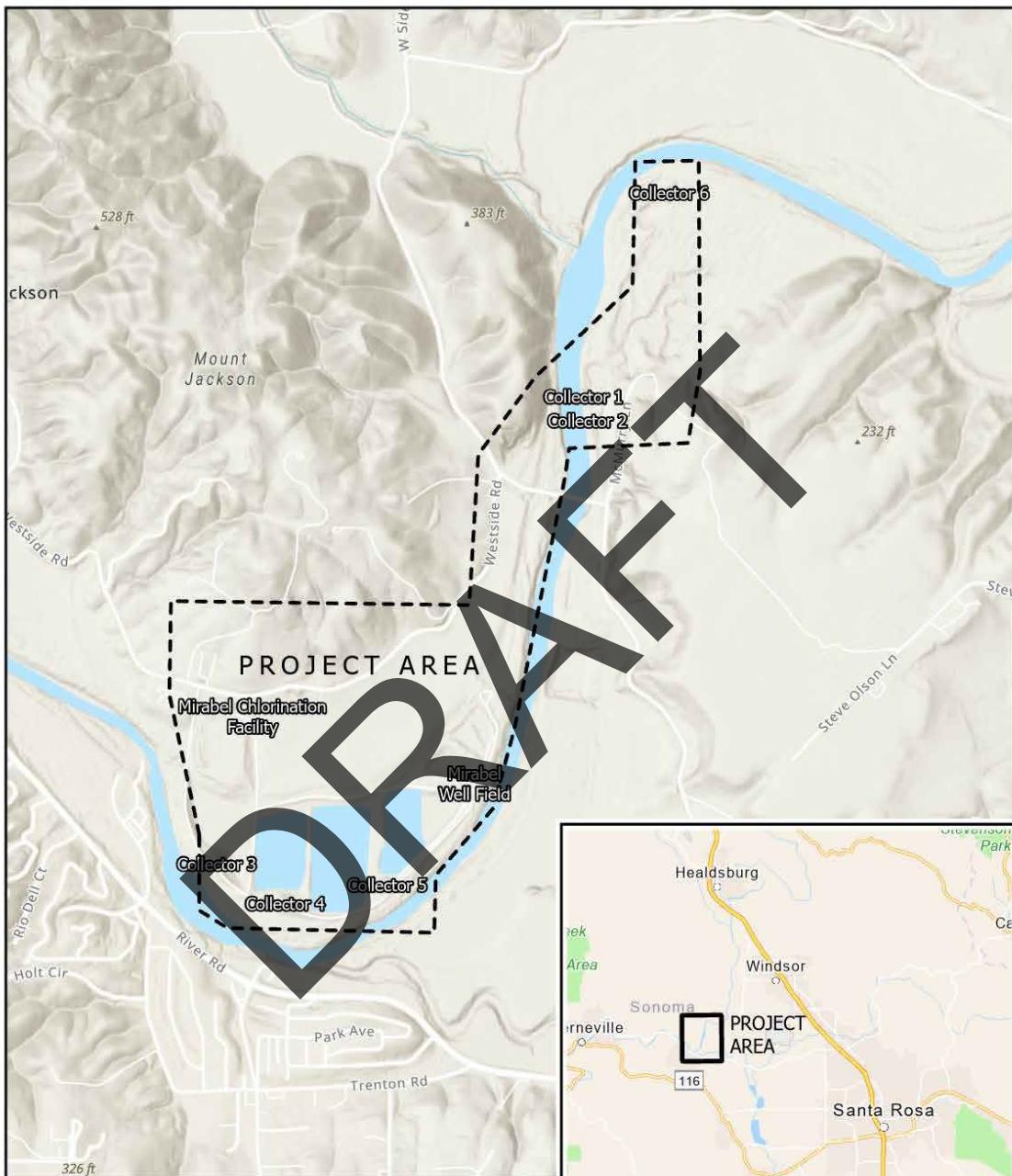
- a. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via Internet) of each deliverable to Sonoma Water (unless noted otherwise).
- b. Deliverables shall include responses to Sonoma Water comments in native format (.pdf or .docx) or summarized in a spreadsheet to track status of comments.
- c. Any deliverable may be rejected if Sonoma Water deems the deliverable does not adequately address comments provided as part of previous stages of work or meet the standards described herein.
- d. Comply with requirements of Article 11 (Content Online Accessibility).
- e. Include Agreement title and TW 25/26-033 on first page or cover of each deliverable.

7.2. Signatures: Design Report, specifications, and drawings, including modifications, addendums, and conformed drawings shall have the license seal and signature of the licensed professional assigned responsibility for the preparation of the drawings. Design Report, specifications, and drawings may be either wet-signed or digitally signed. Digitally sign in accordance Paragraph 16.11 (Counterpart; Electronic Signatures).

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Exhibit D

Map



Location Map

Wohler Mirabel Communications
Fiber Optic Infrastructure Project

Exhibit E

Schedule of Costs

PERSONNEL				
Title(s)	2026 Hourly Rates	2027 Hourly Rates	2028 Hourly Rates	2029 Hourly Rates
Person In Charge (PIC)	\$318	\$334	\$351	\$368
Project Manager (PM)	\$318	\$334	\$351	\$368
Quality Assurance / Quality Control (QA/QC)	\$394	\$413	\$434	\$456
Civil	\$341	\$358	\$376	\$395
Instrumentation and Control (I&C) Engineer	\$261	\$275	\$288	\$303
Electrical Engineer	\$261	\$275	\$288	\$303
Senior CAD Technician	\$249	\$261	\$274	\$288
CAD Technician	\$186	\$195	\$205	\$215
Document Processor	\$180	\$189	\$198	\$208

EXPENSES	
Item	Cost
Subconsultant: Cordoba Corporation	\$at cost, not to exceed 351,350
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost
Airfare	at cost
Hotels	at cost
Maximum expenses per day	\$300

Exhibit F

Estimated Budget for Scope of Work

Task	Task Description	Fee Schedule Year	Carollo Engineers, Inc.													Subconsultants			PROJECT TOTAL
			PC	PM	QA/QC	Ctrl	I&C Engineer	Electrical Engineer	Sr. CAD Tech	CAD Tech	Doc. Process.	Total Hours	Labor Cost	Expenses	Carollo Subtotal	Consultant Control	Sub Markup		
			Elise Moore	Mark Seal	Cvensenagh	Kausik	TBD	TBD	TBD	TBD	TBD	-	\$ 67,084	\$ 1,500	\$ 67,084	\$ -	\$ -	10%	
			Fee Schedule (2020)	\$303	\$303	\$375	\$326	\$249	\$249	\$237	\$177	\$171						10%	
	Fee Schedule (2020)	\$318	\$318	\$384	\$341	\$261	\$261	\$249	\$186	\$180								21,037	\$ 21,037
1	Project Management, Communication, and Coordination	2025-2026	8	208	-	-	-	-	-	-	-	216	\$ 67,084	\$ 1,500	\$ 67,084	\$ -	\$ -	\$ 67,084	
1.2	Project Kickoff Meeting	2025	8	12	-	-	8	4	-	-	-	32	\$ 9,048	\$ 1,500	\$ 10,548	\$ -	\$ -	\$ 10,548	
1.3	Project Meetings	2025-2026	-	24	-	4	24	24	-	-	-	76	\$ 21,037	\$ -	\$ 21,037	\$ -	\$ -	\$ 21,037	
	TASK 1 TOTAL		16	244	-	4	32	28	-	-	-	324	\$ 97,169	\$ 1,500	\$ 98,669	\$ -	\$ -	\$ 98,669	
2	Overhead and General Admin	2025	4	8	8	16	40	8	-	-	12	96	\$ 25,840	\$ 1,000	\$ 26,840	\$ 30,637	\$ 3,064	\$ 30,637	
	Prints & Technical Report	2025	4	8	8	16	40	8	-	-	12	96	\$ 25,840	\$ 1,000	\$ 26,840	\$ 30,637	\$ 3,064	\$ 30,637	
	TASK 2 TOTAL		4	8	-	16	40	8	-	-	12	96	\$ 25,840	\$ 1,000	\$ 26,840	\$ 30,637	\$ 3,064	\$ 30,637	
3	30% Design & Review Workshop	2026	-	16	16	8	60	40	40	64	8	272	\$ 68,779	\$ 1,000	\$ 69,779	\$ 70,282	\$ 7,028	\$ 70,282	
	30% Design and Workshop	2026	-	16	16	8	80	40	40	64	8	272	\$ 68,779	\$ 1,000	\$ 69,779	\$ 70,282	\$ 7,028	\$ 70,282	
	TASK 3 TOTAL		16	16	-	8	80	40	40	64	8	272	\$ 68,779	\$ 1,000	\$ 69,779	\$ 70,282	\$ 7,028	\$ 70,282	
4	60% Design & Review Workshop	2026	-	16	20	8	96	80	40	160	32	452	\$ 107,146	\$ 1,000	\$ 108,146	\$ 92,552	\$ 9,255	\$ 92,552	
	60% Design and Workshop	2026	-	16	20	8	96	80	40	160	32	452	\$ 107,146	\$ 1,000	\$ 108,146	\$ 92,552	\$ 9,255	\$ 92,552	
	TASK 4 TOTAL		16	20	-	8	96	80	40	160	32	452	\$ 107,146	\$ 1,000	\$ 108,146	\$ 92,552	\$ 9,255	\$ 92,552	
5	90% Design & Review Workshop	2026	-	16	20	8	64	36	40	80	16	280	\$ 69,535	\$ 1,000	\$ 70,535	\$ 60,000	\$ 6,000	\$ 60,000	
	90% Design and Workshop	2026	-	16	20	8	64	36	40	80	16	280	\$ 69,535	\$ 1,000	\$ 70,535	\$ 60,000	\$ 6,000	\$ 60,000	
	TASK 5 TOTAL		16	20	-	8	64	36	40	80	16	280	\$ 69,535	\$ 1,000	\$ 70,535	\$ 60,000	\$ 6,000	\$ 60,000	
6	99% Design & Review Workshop	2026	-	8	10	4	22	18	12	24	8	116	\$ 29,803	\$ 1,000	\$ 30,803	\$ 30,197	\$ 3,020	\$ 30,197	
	99% Design and Workshop	2026	-	8	10	4	32	18	12	24	8	116	\$ 29,803	\$ 1,000	\$ 30,803	\$ 30,197	\$ 3,020	\$ 30,197	
	TASK 6 TOTAL		8	10	-	4	32	18	12	24	8	116	\$ 29,803	\$ 1,000	\$ 30,803	\$ 30,197	\$ 3,020	\$ 30,197	
7	100% Design	2026	-	16	16	8	40	24	16	16	16	152	\$ 40,681	\$ 1,000	\$ 41,681	\$ 57,682	\$ 5,768	\$ 57,682	
	100% Design	2026	-	16	16	8	40	24	16	16	16	152	\$ 40,681	\$ 1,000	\$ 41,681	\$ 57,682	\$ 5,768	\$ 57,682	
	TASK 7 TOTAL		16	16	-	8	40	24	16	16	16	152	\$ 40,681	\$ 1,000	\$ 41,681	\$ 57,682	\$ 5,768	\$ 57,682	
8	Bid Phase Support	2026	4	12	-	-	8	-	-	-	-	24	\$ 7,182	\$ 1,000	\$ 8,182	\$ -	\$ -	\$ 8,182	
	Pre-Bid Workshop	2026	4	9	-	8	12	-	-	-	-	32	\$ 9,695	\$ 1,000	\$ 10,695	\$ 10,000	\$ 1,000	\$ 10,000	
	Review and Address Bid-related Inquiries	2026	4	9	-	8	12	-	-	-	-	32	\$ 9,695	\$ 1,000	\$ 10,695	\$ 10,000	\$ 1,000	\$ 10,000	
	TASK 8 TOTAL		8	20	-	8	20	-	-	-	-	96	\$ 16,867	\$ 1,000	\$ 17,867	\$ 10,000	\$ 1,000	\$ 10,000	
9	Engineering Services During Construction	2026	-	-	-	-	-	-	-	-	-	30	\$ 7,844	\$ -	\$ 7,844	\$ -	\$ -	\$ 7,844	
	Review RFI's	2026	-	-	-	-	-	-	-	-	-	30	\$ 7,844	\$ -	\$ 7,844	\$ -	\$ -	\$ 7,844	
	Review Submittals	2026	-	-	-	-	-	-	-	-	-	100	\$ 40,614	\$ -	\$ 40,614	\$ -	\$ -	\$ 40,614	
	Review Drawings	2026	-	-	-	-	-	-	-	-	-	100	\$ 27,074	\$ -	\$ 27,074	\$ -	\$ -	\$ 27,074	
	TASK 9 TOTAL		-	-	-	-	-	-	-	-	-	200	\$ 75,731	\$ -	\$ 75,731	\$ -	\$ -	\$ 75,731	
10	Additional Services	2026	-	-	-	-	-	-	-	-	-	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Additional Services	2026	-	-	-	-	-	-	-	-	-	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	TASK 10 TOTAL		-	-	-	-	-	-	-	-	-	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	BASE PROJECT TOTAL		28	348	90	84	530	300	183	74	92	2,037	\$ 531,553	\$ 8,500	\$ 540,053	\$ 351,350	\$ 35,135	\$ 1,019,192	

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Exhibit G

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance**
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
 - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance**
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it

must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

~~1.3.~~ Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

~~1.4.~~ Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement

insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

a. The Certificate of Insurance must include the following reference: TW 25/26-033.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.